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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **OAKLAND DIVISION**  
11

12 EPIC GAMES, INC.,

13 *Plaintiff, Counter-defendant,*

14 v.

15 APPLE INC.,

16 *Defendant, Counterclaimant.*  
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Case No. 4:20-cv-05640-YGR

**DECLARATION OF DON SECHLER  
PURSUANT TO LOCAL RULE  
79-5(e)(1) IN RESPONSE TO APPLE  
INC.'S ADMINISTRATIVE MOTION  
TO PARTIALLY SEAL ITS PROPOSED  
FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

1 I, Don Sechler, declare as follows:

2 1. I am the Vice President and Global Head of Global Partner Development and  
3 Relations Business Operations, Planning & Strategy at Sony Interactive Entertainment LLC  
4 (“SIE”). I am more than eighteen years of age. Based on my experience with SIE, I am familiar  
5 with SIE’s protection of its trade secrets and other confidential and proprietary business  
6 information.

7 2. I make this declaration based on personal knowledge and, if called as a witness, I  
8 could and would testify competently to the matters set forth herein.

9 3. I understand that counsel for Apple has provided SIE with certain excerpts from its  
10 Final Proposed Findings of Fact and Conclusions of Law that contain SIE confidential  
11 information. Based on my review of those excerpts, I believe that the following statements in  
12 Apple’s Final Proposed Findings of Fact and Conclusions of Law contain SIE’s highly sensitive,  
13 confidential, competitively-valuable information, the public disclosure of which would likely have  
14 the effect of causing substantial harm to the competitive position of SIE. SIE restricts  
15 dissemination of this information in order to protect its business strategies and contracting terms.  
16 For this reason, SIE’s contracts with Epic and other game developers require that this information  
17 be kept strictly confidential.

18 4. The second sentence in Paragraph 165.4 purports to describe SIE’s supposed  
19 restrictions with game developers, citing a confidential agreement between Epic and Sony (DX-  
20 3582 at 3) that the Court ordered sealed in relevant part. *See* ECF 715 at 6 (“The Court agrees to  
21 limited proposed redactions, which request sealing of specialized terms in an agreement between  
22 Epic Games and Sony.”). As I stated in my declaration of April 12, 2021 (ECF 444-1), while I do  
23 not agree that Apple’s statement is an accurate characterization of what it purports to describe, this  
24 statement nevertheless could provide SIE’s competitors or other contracting counterparties with  
25 information regarding SIE’s confidential business strategies and negotiations of confidential terms  
26 with Epic and other game developers and would likely cause competitive harm if disclosed. *See*  
27 ECF 444-1 ¶ 4. Therefore, on behalf of SIE, I respectfully request that the second sentence in  
28 Paragraph 165.4 remain sealed.

1           5.       The first clause of the third sentence of Paragraph 355.2 purports to reveal specific  
2 contractual terms with Epic, relying on portions of two agreements between Epic and SIE (DX-  
3 4493 at 2 and DX-4519 at 2–3). I previously submitted a declaration on May 14, 2021 in support  
4 of keeping certain portions of these agreements sealed (ECF 663-1 ¶¶ 8, 10), which the court  
5 granted as to these agreements. ECF 715 at 6 (“The Court agrees to limited proposed redactions,  
6 which request sealing of specialized terms in an agreement between Epic Games and Sony.”). As  
7 I explained in my declaration of May 14, 2021, public disclosure of specific contractual terms with  
8 a specific developer that reflect SIE’s confidential business strategies and negotiations of  
9 confidential terms with Epic and other game developers would likely cause competitive harm if  
10 disclosed to SIE’s competitors or adversely impact SIE in future negotiations with game  
11 developers. Therefore, on behalf of SIE, I respectfully request that the first clause of the third  
12 sentence of Paragraph 355.2 (prior to the phrase “and pay . . .”) remain sealed. I also note that  
13 although the second clause of the third sentence of Paragraph 355.2 (beginning with “and pay . .  
14 .”) purports to be based on the testimony of Mr. Sweeney, it does not appear to accurately reflect  
15 the cited testimony or the underlying contractual obligations.

16           6.       I declare under the penalty of perjury that the foregoing is true and correct.

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18 Executed on this 1<sup>st</sup> day of June, 2021.

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21 DON SECHLER  
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